

**735 KAR 1:020. Processing system including vendor participation, security, and maintenance and repair for specialized telecommunications equipment.**

RELATES TO: KRS 12.290, Chapter 45A, 61.878, 163.500-163.527, 334.010(9), 334.020, 29 U.S.C. 794, 42 U.S.C. 12101

STATUTORY AUTHORITY: KRS 12.290, 163.525(5)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 12.290 requires each administrative body of state government to promulgate administrative regulations in compliance with federal mandates to provide accessibility to services by persons who are deaf or hard of hearing. KRS 163.525(5) requires the Commission on the Deaf and Hard of Hearing to promulgate administrative regulations to establish procedures for application for, and distribution of, telecommunications devices. This administrative regulation establishes procedures for specialized telecommunications equipment vendors, for security, and for maintenance and repair.

Section 1. Definitions. (1) "Applicant" means a person who applies to receive specialized telecommunications equipment under the auspices of the KCDHH Telecommunications Access Program.

(2) "Application" means the current KCDHH Telecommunications Access Program application entitled "Telecommunications Access Program Application and Certification".

(3) "Approved date" means the date that all supporting documentation for the application is received and verified by the KCDHH.

(4) "APRN" means Advanced Practice Registered Nurse licensed by the Kentucky Board of Nursing.

(5) "Audiologist" is defined at KRS 334A.020(5), and is limited to a person licensed by the board, as defined at KRS 334A.020(1).

(6) "Certification" means professional verification of the extent and permanence of the applicant's disability.

(7) "Deaf" and "hard of hearing" are defined by KRS 163.500.

(8) "Deaf-blind" means an individual whose primary disability is deafness and secondary disability is vision impairment.

(9) "Fiscal constraint" means when seventy-five (75) percent of annual program funds have been disbursed or encumbered.

(10) "Hearing instrument specialist" means "specialist in hearing instruments" as defined at KRS 334.010(9).

(11) "KCDHH" means the Kentucky Commission on Deaf and Hard of Hearing, as described at KRS 163.506.

(12) "Physician" means a person:

- (a) With a medical degree;
- (b) Licensed by the state in which he or she practices medicine; and
- (c) Recognized, by the state Board of Medical Licensure in the state in which the physician practices, as a specialist in:
  - 1. Family practice;
  - 2. General practice;
  - 3. Otolaryngology; or
  - 4. Internal Medicine.

(13) "Recipient" means a person who receives specialized telecommunications equipment under the auspices of the KCDHH Telecommunications Access Program.

(14) "Specialized telecommunications equipment" or "STE" is defined by KRS

163.525(1)(a):

- (a) Telecommunication devices for the deaf;
- (b) Amplifiers;
- (c) Voice carry over telephones;
- (d) Captioned telephones;
- (e) Visual, audible, or tactile ring signal devices; and
- (f) Appropriate wireless devices.

(15) "Speech-language pathologist" means a person licensed by the Kentucky Board of Licensure for Speech-Language to engage in the treatment of speech-language pathology.

(16) "Telecommunications Access Line" means the transmission of auditory, visual, and typed communication via electronic air waves or hard wired methods.

(17) "Telecommunications Access Program" is defined by KRS 163.525(1)(b).

Section 2. Processing System. (1) The KCDHH shall use accounting procedures consistent with Commonwealth accounting practices in compliance with applicable sections of the Model Procurement Code, KRS Chapter 45.

(2) Contracting, purchasing, bidding, invoicing, and payment practices shall be conducted in accordance with applicable provisions of the Model Procurement Code, KRS Chapter 45A, and shall be applied uniformly to applicants and vendors.

(3) The KCDHH Telecommunications Access Program accounts shall be audited on a regular basis by the Auditor of Public Accounts.

Section 3. Vendor and Recipient Participation. (1) The vendor shall be responsible for complying with the provisions of the Model Procurement Code, KRS Chapter 45, as established in the contract between the vendor and KCDHH. The vendor shall:

- (a) Mail or otherwise deliver the STE directly to the recipient's Kentucky residence; and
- (b) Send the following to the KCDHH:
  - 1. An itemized invoice with the recipient's name and STE model and serial number; and
  - 2. A copy of the delivery receipt for the STE sent to the recipient.

(2) The vendor, in exchange for an itemized invoice and a copy of the delivery receipt, shall be paid by the KCDHH or a bank, pursuant to the Memorandum of Agreement established between the Public Service Commission and the KCDHH.

(3) The recipient shall be responsible for any costs involved in having features not specified in the vendor contract added to their STE. This includes the responsibility for the maintenance and repair of those features not specified in the vendor contract.

(4) Ownership rights and responsibilities for the STE shall belong to the recipient, as evidenced by the recipient's copy of the delivery receipt. Equipment obtained under this program shall not be sold, loaned, or otherwise transferred out of the possession of the originally-authorized recipient. Any person who attempts to sell or who knowingly purchases stolen equipment shall be prosecuted to the fullest extent of the law.

(a) A recipient shall not be responsible for the actual maintenance and repair of the equipment during the applicable warranty period. In order to have a malfunctioning STE repaired, the recipient shall:

- 1. Contact the KCDHH; and
- 2. Comply with the repair and maintenance procedures established in Section 5 of this administrative regulation.

(b) Each recipient shall:

1. Assume responsibility for monthly maintenance of the telecommunications access line as described in 735 KAR 1:010; and

2. Pay for other general costs and supplies associated with the functions and use of the STE.

(c) A recipient shall be responsible for the loss of an STE received under the auspices of the KCDHH Telecommunications Access Program.

Section 4. Security. (1) The recipient shall notify the KCDHH within ten (10) working days if the equipment is lost or damaged.

Section 5. Maintenance and Repair Procedures. (1) A recipient shall report equipment in need of repair to the KCDHH. Telecommunications Access Program staff shall inform the recipient of:

(a) The mailing address and telephone number of the manufacturer; and

(b) The purchase order number for the equipment.

(2) The recipient shall:

(a) Report the problem to the manufacturer;

(b) Ask that the manufacturer pay for shipping the defective equipment:

1. To the manufacturer's designated place of repair; and

2. Back to the recipient, once repaired.

(3) The recipient shall determine from the contracted repair agent whether the STE is repaired or is not repairable. The recipient shall obtain and provide verification of the transaction to KCDHH. If the warranty period has ended, the recipient shall assume financial responsibility for repair of the equipment.

(4) A recipient shall notify the KCDHH immediately of a change of residential address. (21 Ky.R. 2870; Am. 22 Ky.R. 50; eff. 7-6-95; 23 Ky.R. 1447; eff. 11-7-96; 25 Ky.R. 1149; eff. 1-19-99; 28 Ky.R. 701; 1129; eff. 11-5-2001; 33 Ky.R. 1709; 2298; eff. 3-9-07; 35 Ky.R. 2570; 36 Ky.R. 67; eff. 7-13-2009; 38 Ky.R. 1227; 1449; eff. 3-2-2012.)